



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

102 N. Y. 729, 7 N. E. 822. But what the foreign jurisdiction will recognize as a valid conveyance limits the power of the court of equity. See *Waterhouse v. Stansfield*, 10 Hare 254, 255. And since in the case of Mexican land the conveyance must be completed by certain registration in Mexico, for a United States court to decree the passing of title, there would involve ordering acts abroad. But even if there were no jurisdictional difficulties in the principal case, the title has been in litigation in Mexico and a receiver put in charge under a law so different from that of California that the practical difficulties would prevent the rendition of a decree affecting the land. Yet the litigation should be entertained where complete justice can best be secured. *Harris v. Pullman*, 84 Ill. 20. And the court achieved complete justice in the most practical way by ordering the transfer of the stock and avoiding any possible complications involving the rights of Mexico.

**ESTOPPEL — ESTOPPEL BY DEED — LAND MORTGAGED BEFORE ACQUIRED — PRIORITY OF MORTGAGE TO JUDGMENT LIEN.** — A tenant in common, after mortgaging the property as sole owner, acquired the interest of his cotenant. Later, a creditor obtained a judgment against him. *Held*, that as to the subsequently acquired interest the judgment lien takes priority over the mortgage. *Gallagher v. Stern*, 95 Atl. 518 (Pa.).

In the United States it is generally held that a warranty deed or mortgage passes, by way of estoppel, any title which the grantor may thereafter acquire. *Philly v. Sanders*, 11 Oh. St. 490; *Jarvis v. Aikens*, 25 Vt. 635. Accordingly the grantee prevails against a later purchaser or creditor of the grantor. *Jarvis v. Aikens*, *supra*; *White v. Patten*, 24 Pick. (Mass.) 324; *Tefft v. Munson*, 57 N. Y. 97. But Pennsylvania and a few other states follow the English view that, although the grantor is estopped by his conveyance, the after-acquired title does not pass. *Calder v. Chapman*, 52 Pa. St. 359; *Burners v. Keran*, 24 Gratt. (Va.) 42, 66. The estoppel is therefore held not to affect the subsequent purchaser or creditor if he had no notice. And the record of any mortgage prior to the conveyance by which the mortgagor took his title is no notice of the encumbrance, since it is outside the chain of title. *Dodd v. Williams*, 3 Mo. App. 278; *Calder v. Chapman*, *supra*. Cf. *Bingham v. Kirkland*, 34 N. J. Eq. 229. But in the principal case the mortgage was not outside the chain of title, since it was the duty of the title examiner, in his search for liens against the mortgagor, to go back beyond the time when the latter acquired the interest of his co-tenant to the time when he acquired his original interest as tenant in common. Had he done so he would have found the mortgage. Accordingly, he should be charged with constructive notice. Even under the minority view, therefore, the case is unsound.

**GOOD WILL — RIGHT TO USE FIRM NAME — AGREEMENT BETWEEN TENANTS IN COMMON.** — A copartnership known as B. & Co. used its name, good will, and trade marks under a rental agreement with B., who owned them but was not a member of the firm. B. bequeathed them in equal shares to his sons C. and D., who entered the firm but retained the name, good will, and trade marks as their separate property. C. and D. then entered into an agreement providing that upon the death of either, the survivor should have the right to continue the business of B. & Co. and the exclusive right to use the half interest of the other in the firm name, good will, and trade marks, upon payment of one-third of the net profits to the legal representatives of the deceased. C. died, and D. continued the business under the agreement. Later he notified the plaintiff, who was D.'s legal representative, that he would no longer pay her any of the profits, as he was no longer using her half interest. She thereupon brought an action against him. *Held*, that she is entitled either to one-third of the net profits or to a decree restraining D. from using the name, good